

★ NUV - 9 2017 ★

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

LONG ISLAND OFFICE

## UNITED STATES DISTRICT COURT

for the

Eastern District of New York

District of

CIVIL Division

JAY BRODSKY

CV 17 Case No. 6556

(to be filled in by the Clerk's Office)

## Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

NEW YORK DEPARTMENT OF  
FINANCEJury Trial: (check one)  Yes  No

SEYBERT, J.

SHIELDS, M.J.

## Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

## COMPLAINT FOR A CIVIL CASE

## I. The Parties to This Complaint

## A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	JAY BRODSKY
Street Address	1585 ROUND SWAMP ROAD
City and County	PLAINVIEW NASSAU
State and Zip Code	NEW YORK. 11803
Telephone Number	(973) 568-1666
E-mail Address	demcointerexport@yahoo.com

## B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

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## Defendant No. 1

Name	NEW YORK DEPARTMENT OF FINANCE
Job or Title ( <i>if known</i> )	
Street Address	66 JOHN STREET
City and County	NEW YORK NEW YORK COUNTY
State and Zip Code	NEW YORK. 10038
Telephone Number	212-639-9675
E-mail Address ( <i>if known</i> )	

## Defendant No. 2

Name	
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address ( <i>if known</i> )	

## Defendant No. 3

Name	
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address ( <i>if known</i> )	

## Defendant No. 4

Name	
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address ( <i>if known</i> )	

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

- Federal question       Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

TITLE 26 USC § 7206(2)  
TITLE 26 USC § 7206(1)  
TITLE 18 USC § 37  
TITLE 18 USC § 1028

**B. If the Basis for Jurisdiction Is Diversity of Citizenship**

**1. The Plaintiff(s)**

**a. If the plaintiff is an individual**

The plaintiff, *(name)* \_\_\_\_\_, is a citizen of the State of *(name)* \_\_\_\_\_.

**b. If the plaintiff is a corporation**

The plaintiff, *(name)* \_\_\_\_\_, is incorporated under the laws of the State of *(name)* \_\_\_\_\_, and has its principal place of business in the State of *(name)* \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

**2. The Defendant(s)**

**a. If the defendant is an individual**

The defendant, *(name)* \_\_\_\_\_, is a citizen of the State of *(name)* \_\_\_\_\_. Or is a citizen of *(foreign nation)* \_\_\_\_\_.

b. If the defendant is a corporation

The defendant, (name) \_\_\_\_\_, is incorporated under the laws of the State of (name) \_\_\_\_\_, and has its principal place of business in the State of (name) \_\_\_\_\_.  
Or is incorporated under the laws of (foreign nation) \_\_\_\_\_, and has its principal place of business in (name) \_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):  
COMPENSATORY \$3,000,000 / PUNITIVE \$3,000,000 / CONSEQUENTIAL \$3,000,000  
INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS \$1,000,000  
NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS \$1,000,000  
CONVERSION \$1,000,000 / LEGAL COSTS \$30,000

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**III. Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

SEE ATTACHED COMPLAINT

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**IV. Relief**

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

SEE ATTACHED COMPLAINT

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## V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

### A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: NOVEMBER 8, 2017

Signature of Plaintiff

Printed Name of Plaintiff

JAY BRODSKY

### B. For Attorneys

Date of signing: \_\_\_\_\_

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT  
OF NEW YORK**

-----X

**THE MATTER OF:**

**JAY BRODSKY**

**PETITIONER**

v.-----X

**NEW YORK CITY DEPARTMENT OF FINANCE**

**RESPONDENT**

-----X

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK**

-----X

**DOCKET #** \_\_\_\_\_

**COMPLAINT**

-----X

## CERTIFICATE OF COMPLIANCE

I hereby certify pursuant to 22 NYCRR § 670.10.3(f) that the foregoing was prepared on a computer.

*Type*, A proportionally spaced typeface was used, as follows:

Name of typeface: Times

Point size: [14]

Line spacing: Double

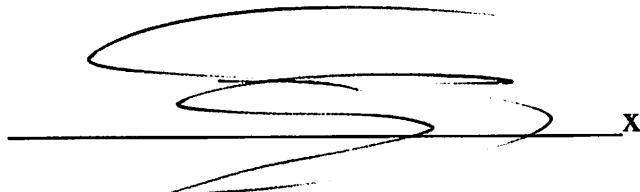
Footnotes size: [12]

Pages: [42] + [1] Signature {notarized}

*Word Count*. The total number of words in this Motion, inclusive of point headings and footnotes and exclusive of pages, containing Table of Contents, Exhibits, Proof of Service, Certificate of compliance etc. is [6364]

Dated: This 8th day of November 2017

Jay Brodsky, Pro Se Appellant

A handwritten signature in black ink, appearing to read "Jay Brodsky", is written over a horizontal line. A small "X" is placed at the end of the line to the right of the signature.

On this 2nd *day* of November, 2017, *Jay Brodsky* known forthwith as,

“*Petitioner*” resides at 1585 Round Swamp Road, Plainview, New York 11803 duly deposes that the facts as stated herein are true to the best of his knowledge.

*Intra Alia*, the afore “*Petitioner*” alleges that fraudulent acts were perpetrated against him by certain government agencies. And that the, “*New York City Department of Finance*” is hereby petitioned forthwith to remunerate *Jay Brodsky* for their part in aiding and abetting certain nefarious acts that were committed heretofore by various third parties. The aforesaid New York City agency ignored its fiduciary responsibility to protect *Jay Brodsky* and the public from these alleged nefarious acts.

It is well known to all that the, “*New York City Department of Finance*” is a New York City agency that performs its duties within the boundaries of New York State. The aforementioned New York City agency has its primary corporate offices located at: <66 John Street, Room 104 New York, NY 10038>

~~which he served proudly until the entities dissolution by proclamation in 1992~~

which he served proudly until the entities dissolution by proclamation in 1992

(c.) *Acta Exteriora Indicant Interiora Secreta*, “*Jay Brodsky*” exercising his tenure as a “FIFTY” (50) percent Shareholder (**1980-2016**) of the aforesaid entity *To Wit*;

”\*\*\**Bob Shirley Realty Corp.*” (*Bob Brodsky/Jay Brodsky Shareholders*)

“Affirms to the best of his knowledge that said corporation never initiated the process of applying for, nor was ever assigned, appointed, ascribed, attributed, authorized, an”: “Employer Identification Number” (**EIN**) from The State of New York

“From the date of the corporations inception (**1980**), until its dissolution by proclamation (**1992**)

(d.) The [*singular*] basis for the formation of: “*Bob Shirley Realty Corp.*” (*Bob Brodsky/Jay Brodsky Shareholders*) was to shield it’s TWO (2) most valuable assets;

*711 Chester Street Brooklyn NY 11236, [Block 3634; Lot 49; 6000sf.\*\*]*

*730 Chester Street Brooklyn NY 11236, [Block 3643; Lot 19; 8316sf.]f*

From any potential liabilities the corporation may have encountered during its normal course of doing business. Additionally “*Bob Shirley Realty Corp*” (*Bob Brodsky/Jay Brodsky Shareholders*) at no point ever established a checking account, filed tax returns or aggrandized income.

(e.) *Jay Brodsky* during the aforementioned court proceeding petitioned the *Queens County Surrogates Court* to grant him a “Subpoena Duces Tecum” in order to compel production of documents *The Executrix* was keeping sequestered from *Petitioners* purview. “*Petitioner*” (*Jay Brodsky*) solicited the court to grant said “Subpoena Duces Tecum” which was finally acceded to in January 2016. [Exhibit #4e] The subpoena compelled the *Executrix* to surrender forthwith any and all documents requested by said *Petitioner*. With not all, but at least some of the compelled documents finally in hand *Jay Brodsky* was able to deduce a more tangible reason why they had been sequestered from his purview? Upon review petitioner discovered that a “**SPURIOUS EIN**” (Employer Identification Number) had been covertly engendered to aid and abet the bequeathment of any and all Deeds and Titles pertaining to:

[Exhibits #1d, 4f, 4b, 3b, 2h, 2i]

711 Chester Street, Brooklyn New York 11236 [Block 3643; Lot 19; 8316sf.]

730 Chester Street, Brooklyn New York 11236 [Block 3634; Lot 49; 6000sf.\*\*]

Which were extemporaneously bequeathed to another without *Petitioners* knowledge [*Scientia utrimque par pares contrahentes facit*]. These premeditated obfuscations aided and abetted the fraudulent bequeathment of both aforesaid properties to a consortium of alleged coconspirators, To Wit;

“*Sandi Ingber*” (Executrix)

“*Decedent*” (Bob Brodsky)

The actions of others unambiguously revealed the contemptuous nature of their combined “*Frames of Mind*”. And as such, their actions were performed so impermissibly, The Supreme Court of the State of New York Civil Division should ruminate without haste these bequeathments as nothing more than the shuffling of “Spurious and Fabricated Paper” and restore said transactions back to their original ownership, “Bob Shirley Realty Corp”. This court has the power to render a decision that any and all prior agreements avowed, committed, contracted, covenanted, declared, endorsed, insured, pledged, stipulated or sworn to by the

aforementioned perpetrators should be deduced as nothing more than "Void ab Initio, Nunc Pro Tunc".

**NOTARY PUBLIC**

(3)(a.) The act of inscribing a legal and binding document without "PROCESS OF PROOF," as well the absence a sworn "Notable" endorsement is tantamount [*7206 (1) / Title 18 code 1028*] to the begetting of SPURIOUS DOCUMENTATION.

-----X

*For example, in Matter of Seidman, 194 A.D.2d 269, 606 N.Y.S.2d 477 (4th Dep't 1993), the court upheld censure of an attorney for, among other things, violation of DRs 1-102(A)(4) and (5), where the attorney had signed his client's name on affidavits falsely representing that the client had sworn to the truth of the statements contained in the affidavits and had signed those affidavits in the attorney's presence. Accord, Matter of Friedman, 196 A.D.2d 280, 609 N.Y.S.2d 578 (1st Dep't 1994) (attorney disciplined for filing knowingly false and misleading affidavit); Matter of Singh, 195 A.D.2d 197, 607 N.Y.S.2d 250 (1st Dep't 1994)*

*(falsifying date of client's signature on affidavit and verification resulted in discipline of attorney); Matter of Hughes, 153 A.D.2d 278, 551 N.Y.S.2d 151 (4th Dep't 1990) (placing false signature on bail assignment release and using stamp of notary to notarize false statement warrants attorney suspension from practice).*

-----X

Once both properties;

“711 Chester Street, Brooklyn New York 11236” [Block 3643; Lot 19; 8316sf.]

“730 Chester Street, Brooklyn New York 11236,” [Block 3634; Lot 49; 6000sf.\*\*]

Were disjoined from the ostensible purview of:

“\*\*\**Bob Shirley Realty Corp. (Bob Brodsky/Jay Brodsky Shareholders)*

To a new principle owner *To Wit*;

“*Bob Brodsky, surviving spouse of Shirley Brodsky*”

Then to the new governance of *To Wit*;

“*The Bob Brodsky Revocable Trust*”

Then ultimately to the new ownership of;

“*SBI Properties LLC*”

Injurious depravation to *Jay Brodsky*’s station occurred thereof, devastatingly impugning *Mr. Brodsky* in the eyes of *The Surrogates Court of Queens County New York*. Had the “*New York City Department of Finance*” done what was reasonably expected of them and seriously initiated a fair amount of due diligence, financial ruination probably could have been averted by said *Petitioner* in this action [Exhibits # 1b, 1e, 1h, 4d, 4g, 4i].

However as did occur, the intentional sequestration pertaining to the act of conveyance of both aforementioned properties;

“711 Chester Street, Brooklyn New York 11236” [*Block 3643; Lot 19; 8316sf.*]

“730 Chester Street, Brooklyn New York 11236,” [*Block 3634; Lot 49; 6000sf.\*\**]

Was enough for both coconspirators (*Sandi Ingber, Bob Brodsky*) to concordantly attain enough advantage to covertly perpetrate their alleged nefarious scheme without fear of disclosure. Ultimately “*SBI Properties LLC*” who’s sole (1) shareholder is

the *Executrix*, was able to appropriate sole Title and Deed to both aforementioned properties [Exhibits #3b, 2h, 2i]. The *Executrix* easily achieved the nefarious transference of both aforementioned properties by implementing these furtive acts.

The combined value of both properties in todays market:

**SIX MILLION DOLLARS**

**(\$6,000,000.00)**

**ACKNOWLEDGEMENTS, PROOFING AND NOTARIZATION BY A**

**NOTABLE PERSON**

(b.) Once countenance was attained by *Jay Brodsky* when the *Surrogates Court* granted a “Subpoena Duces Tecum” in January 2016, the aforesaid documents sought promptly precipitated themselves as being inscribed **WITHOUT, NOTARIZATION, WITNESS, PROOF or ACKNOWLEDGMENT** [Exhibit #4e, 1b, 1c, 1d, 1e, 1f, 4b, 4f, 4h, 4i, 5b]. *Bob Brodsky*, had retained legal counsel who composed the aforementioned documents and was present when executed by said *Decedent?* “\**Michael Anjilo*,” a licensed attorney practicing law in The State of New York and is located at *6800 Jericho Turnpike, Syosset NY* and was retained

OF FINANCE" APPROPRIATED REASONABLE DUE  
DILIGENCE, NONE OF THE AFOREMENTIONED  
IMPROPRIETIES COULD HAVE BEEN EFFECTUATED?

(c.) Conversely, in 2014 an exact set of duplicate documents were proffered by, "Sandi Brodsky," as *Executrix* on behalf of "SBI Properties LLC," some four (4) years later while appropriating the legal services of the same \**Micheal Anguilo, attorney at law*. The aforesaid documents proffered by *Sandi Ingber* in 2014 were the same as those so in-artfully proffered by "Bob Brodsky" in 2010. Although both sets of documents were proffered to induce the bequeathment of:

"711 Chester Street Brooklyn New York 11236" [Block 3643; Lot 19; 8316sf.]

"730 Chester Street Brooklyn New York 11236," [Block 3634; Lot 49; 6000sf.\*\*]

Those same documents proffered by *Sandi Ingber* were precisely acknowledged, Proofed, Witnessed and Notarized? Even though the same attorney \*Micheal Anguilo was contracted by both parties to effectuate similar transfers, *Bob Brodsky*'s documents neglected to indicate there is one scintilla of credibility because they were not acknowledged, proofed, witnessed or notarized and because a Spurious EIN was inscribed heretofore? *Sandi Ingber*'s documents on the other hand were the antithesis of *Bob Brodsky*'s, having been credibly acknowledged, proofed, witnessed and notarized for all to see?

[ \* **"SANDI BRODSKY AND BOB BRODSKY BOTH RETAINED THE SERVICES OF MICHEAL ANGUILO AS LEGAL COUNSEL"** ]

Sandi Ingber's transference of said properties were from, "The Bob Brodsky Revocable Trust" [Executrix] to new ownership by

“SBI Properties LLC”

Prior to *Bob Brodsky*’s passing in 2013, on or about August 12, 2010,

a multitude of official documents superfluous to those proffered by

“*Sandi Ingber*” in 2014 were sent to the following government

agencies:

(a) “*The New York City Department of Finance*,” [Exhibit #4i, 4d, 4g, 1b, 1e, 1g]

(b). “*State of NYS Board of Real Property Services*” [Exhibit #1f]

(c). “*NYS Department of Taxation and Finance*”, [Exhibit #1g, 4c]

(d). “*NYC Dept. of Finance Office of The City Register*” [Exhibit #1g 4c]

(e). “*First American Title Insurance Company of N.Y.*” [Exhibit #1d, 4f]

(f). “*NYC Dept. of Housing preservation & Development*” [Exhibit #1c, 4b]

All these enumerations above were initiated for the sole purpose of

bequeathing:

711 Chester Street Brooklyn NY 11236 [Block 3643; Lot 19; 8316 square feet

730 Chester Street Brooklyn NY 11236 [Block 3634; Lot 49; 6000 square feet.\*\*]

From the former ownership of:

“\*\*\*BobShirl Realty Corp.” (*Bob Brodsky/Jay Brodsky Shareholders*)

To another;

“Bob Brodsky, the surviving spouse of Shirley Brodsky”

To another;

“*The Bob Brodsky Revocable Trust*”

The to another;

“SBI Properties LLC”

As prior stated, when those aforementioned documents were inscribed by “Bob Brodsky” of which none were Acknowledged, Proofed, Witnessed or Notarized and a Fictitious EIN was surreptitiously applied \**Micheal Anguilo ESQ.* was the *Decedents* expressed legal counsel at the time of these many execution's of signature. Somehow \**Micheal Anguilo, Attorney at Law*, neglected to uphold his sworn duty to adjure witness and verify “Bob Brodsky's” multiple inscriptions as *Bonafide et Fidelis?* *Therefore*, precipitating an inquisition as to whether \**Michael Anjuilo ESQ.*, may have

intentionally obfuscated his sworn duty to validate those inscriptions or did said attorney intentionally close his eyes in order to prevent himself from encroaching his fiduciary responsibility to bear witness, acknowledge, notarize or proof to those signatures as Bonafide et Fidelis? Doing so would have insulated him from any possible ramifications relating to any wrongdoing?

(d.) Conversely, when those same superfluous documents were inscribed by; “*Sandi Ingber*” [3b, 3d, 3g, 3h, 2b, 2c, 2d, 2f (different signature), 2g, 2h, 2i (different signature)]

Acting on behalf of her corporation;

“*SBI Properties LLC*,”

In 2014, \**Micheal Anguilo ESQ.*, codified his fiduciary responsibility by painstakingly adjuring witnessed, Proofing, Acknowledging and Notarizing every aspect of those signatures as being Bonafide et Fidelis. Therefore affirming those inscriptions as *res ipsa loquitur*.

(e) Said, *Petitioner* “*Jay Brodsky*” further alleges that perhaps there is a good reason to presuppose why \**Michael Anjuilo ESQ.*., may have eluded *InToto*, his fiduciary responsibility to adjure witness, acknowledge, proof or notarize to his then client “*Bob Brodsky’s*” multiple inscriptions? The *Petitioner* alleges forthwith that the most likely scenario for his neglectful actions was likely because he refused to implicate himself in any type of conspiracy involving the *Respondent* and the *Decedent* to defraud his client’s then partner “*Jay Brodsky*” out of what rightfully belonged to him?

Considering all possible scenario’s *Petitioner* has no choice but to conclude that the, “*New York City Department of Finance*” shunned its fiduciary responsibility to adjure that no wrongdoing was effectuated on any perspective buyer or seller.

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**NEW YORK STATE CASE-LAW & STATUTES****SUPPORTING ALLEGATIONS RECOUNTED*****Faison v. Lewis***

(a) Plaintiff contends that a forged deed has long been treated as void ab initio, entirely without effect from inception. Therefore, the CPLR 213 (8) statute of limitations does not apply to her claims to vacate and declare the deed and defendant BOA's mortgage-based interest in the property a legal nullity. We agree

In *Marden v Dorothy*, this Court held that a forged deed was void at its inception, finding it to be a "spurious or fabricated paper" (160 NY 39, 47 [1899]) In *Marden v Dorothy*, this Court held that a forged deed was void at its inception, finding it to be a "spurious or fabricated paper" (160 NY 39, 53 [1899]), a forgery characterized by "the fraudulent making of a writing to the prejudice of another's rights" (*id.*). As *Marden* noted, a forged deed lacks the voluntariness of conveyance (*see id.* at 54). Therefore, it holds a unique position in the law; a legal nullity at its creation is never entitled to legal effect because "void things are as no things" (*id.* at 56)

(see e.g. *Harding v Ja Laur Corp.*, 20 Md App 209, 214 [Md Ct Spec App 1974]

["A forged deed . . . is void *ab initio*"];

*Scott D. Erler, D.D.S. Profit Sharing Plan v Creative Fin. & Investments,*

*L.L.C.*, 349 Mont 207, 214 [2009] ["forged conveyances are void *ab initio* and do

not transfer title"];

*Brock v Yale Mortg. Corp.*, 287 Ga 849, 852 [2010] ["we have also long

recognized that a forged deed is a nullity and vests no title in a grantee"];

*Akins v Vermast*, 150 Or App 236 n 7 [Or Ct App 1997] "If fraud is '*in factum*,'

such as a forged deed or a situation analogous to forgery, the deed is void *ab initio*

and will not support subsequent title in any person"];

*First Nat. Bank in Albuquerque v Enriquez*, 96 NM 714, 716 [1981] ["a forged

deed is a void deed and transfers no interest"];

*Williams v Warren*, 214 Ark 506, 511 [1949] ["No one can claim that an estate in

land should be divested by forgery"]).

It is similarly true that no property shall be encumbered, including by a mortgagee, in reliance on a forged deed;

*Marden, 160 NY at 51;*

*Cruz v Cruz, 37 AD3d 754, 754 [2d Dept 2007]* ["A deed based on forgery or obtained by false pretenses is void *ab initio*, and a mortgage based on such a deed is likewise invalid"];

*Jiles v Archer, 116 AD3d 664, 666 [2d Dept 2014]* ["If a document purportedly conveying a property interest is void, it conveys nothing, and a subsequent bona fide purchaser or bona fide encumbrancer for value receives nothing"];

*2-15 Warren's Weed New York Real Property § 15.09* ["If the conveyance is void, the purchaser or encumbrancer will not enjoy any of the rights of a bona fide purchaser"];

*43A NY Jur 2d Deeds § 218* ["a forged deed is null and void, and conveys nothing, and a purchaser or mortgagee from the grantee, even for value and without notice of the forgery, will not be protected"].

Moreover, New York's recording statute (*Real Property Law § 291*) does not apply to a forged deed:

*Albany County Sav. Bank v McCarty*, 149 NY 71, 74 [1896];

*Grosch v Kessler*, 231 AD 870, 870 [2d Dept 1930].

Neither can recording a forged deed transform it into a document with legal authority to establish a valid property interest, for it "does not change the legal rights of anyone"

*Marden*, 160 NY at 56 "The fact that a false and fabricated writing of this character is deposited in a public office for record, and is actually recorded, can add nothing to its legal efficacy. The recording statute applies to "genuine instruments and not to forged ones"

(*id. at 56*, citing *Albany County Sav. Bank*, 149 NY at 74).

Given the clarity of our law that a forged deed is void *ab initio*, and that it is a document without legal capacity to have any effect on ownership rights, the question remains whether a claim challenging a conveyance or encumbrance of real property based on such deed is subject to a time bar. Our case law permits

only one answer: a claim against a forged deed is not subject to a statute of limitations defense.

As this Court held in *Marden*, a forged deed is void, not merely voidable. That legal status cannot be changed, regardless of how long it may take for the forgery to be uncovered. As this Court made clear in;

*Riverside Syndicate, Inc v Munroe*, a statute of limitations "does not make an agreement that was void at its inception valid by the mere passage of time" (10 NY3d 18, 24 [2008],

citing *Pacchiana v Pacchiana*, 94 AD2d 721 [2d Dept 1983].

Consequently, plaintiff may seek to vacate the deed and defendant's encumbrance upon the property. If, as plaintiff claims, the deed is a forgery, then it was never valid and *Tonya* lacks title to *Gogins*'s half-interest in the property based on the "corrected" deed.

Indeed, this is the prevailing approach in other jurisdictions

*Moore v Smith-Snagg*, 793 So 2d 1000, 1001 [Fla Dist Ct App 5th Dist 2001]

"of course, there is no statute of limitations in respect to the challenge of a forged deed, which is void *ab initio*"

-----x

### **REQUIREMENTS OF ACKNOWLEDGMENT OF SIGNATURE**

(a) **Notary NYS Article (9) § 292.** By whom conveyance must be acknowledged or proved. Except as otherwise provided by this article, such acknowledgment can be made only by the person who executed the conveyance, and such proof can be made only by some other person, who was a witness of its execution, and at the same time subscribed his name to the conveyance as a witness.

(b) **Notary NYS Article 9 § 292-a.** Conveyances by certain corporations executed and acknowledged by attorneys in fact entitled to recordation. A conveyance of real property, within the state, or of any interest therein, including an instrument

discharging or satisfying a lien created by any such conveyance, executed and acknowledged by an attorney in fact of any corporation wholly owned, directly or indirectly, by the United States of America, or any other corporation which has so filed a power of attorney, whether heretofore or hereafter so executed and acknowledged, shall be entitled to recordation under this article on tender of the lawful fees therefor, even though the corporate seal of such corporation be not annexed or affixed, if the power of attorney pursuant to which such attorney in fact has executed such conveyance, duly acknowledged or proved by such corporation, and certified, as required by section two hundred ninety-four, is filed or recorded in the office of the clerk of the county where the real property, which is the subject of such conveyance, is located.

(c) *NYS §333. When conveyances of real property not to be recorded.*

2. A recording officer shall not record or accept for record any conveyance of real property, unless said conveyance in its entirety and the certificate of acknowledgment or proof and the authentication thereof, other than proper names therein which may be in another language provided they are written in English letters or characters, shall be in the English language, or unless such conveyance,

certificate of acknowledgment or proof, and the authentication thereof be accompanied by and have attached thereto a translation in the English language duly executed and acknowledged by the person or persons making such conveyance and proved and authenticated, if need be, in the manner required of conveyances for recording in this state, or, unless such conveyance, certificate of acknowledgment or proof, and the authentication thereof be accompanied by and have attached thereto a translation in the English language made by a person duly designated for such purpose by the county judge of the county where it is desired to record such conveyance or a justice of the supreme court and be duly signed, acknowledged and certified under oath or upon affirmation by such person before such judge, to be a true and accurate translation and contain a certification of the designation of such person by such judge.

**(d) NYS §330. Officers guilty of malfeasance liable for damages.**

An officer authorized to take the acknowledgment or proof of a conveyance or other instrument, or to certify such proof or acknowledgment, or to record the

same, who is guilty of malfeasance or fraudulent practice in the execution of any duty prescribed by law in relation thereto, is liable in damages to the person injured.

-----x

{3.} **SUMMARY AND CONCLUSION**

(a) *In propria causa nemo judex*, said “Petitioner” further alleges that the, “New York City Department of Finance” never investigated any of *Petitioners* prior allegations which were embodied in similar documents that were sent to them by certified mail in August 2017 . Making it easier for said *Petitioner* to assume that the aforementioned City of New York government agency shunned, abhorred, abstained and avoided its responsibility to guarantee that the circumstances surrounding the bequeathment of;

*711 Chester Street Brooklyn New York 11236 [Block 3643; Lot 19; 8316sf.*

*730 Chester Street Brooklyn New York 11236 [Block 3634; Lot 49; 6000sf.\*\*]*

were incontrovertibly free from material issue, which when filed by the *Decedent* and *Executrix* concordantly, exacted extraordinary ramifications on the *Petitioner*.

When both Title and Deed were bequeathed away from;

“\*\*\**Bob Shirley Realty Corp.*” (*Bob Brodsky/Jay Brodsky Shareholders*)

to another:

“*Bob Brodsky, surviving spouse of Shirley Brodsky*,”

It should have been painfully axiomatical to the, ”*New York City Department of*

*Finance*” that there were serious material vexations embodied within? The

aforementioned documents were also filed with:

(a) *The New York State Department of Finance [Exhibit #4i, 4d, 4g, 1b, 1e, 1g]*

(b) *State of New York State Board of Real Property Services [Exhibit #1f]*

(c) *New York State Department of Taxation and Finance [Exhibit #1g, 4c]*

(d) *New York City Department of Finance Office of The City Register[Exhibit #1g 4c]*

(e) *First American Title Insurance Company of New York [Exhibit #1d, 4f]*

(f) *NYC Department of Housing preservation & Development [Exhibit #1c, 4b]:*

All of the aforementioned lacked Proof, Acknowledgement, Notarization and Witnessing, contained a Spurious EIN. [Exhibits #1b, 1c, 1d, 1e, 1f, 1g, 1h, 5b, 4b, 4c, 4d, 4f, 4g, 4h, 4i] As a result of these many careless oversights which were carelessly bestowed upon *Jay Brodsky*, irreparable harm was done without the privilege of him having “Knowledge of the Facts,” which should have been afforded to him by law? These alleged nefarious acts were inflicted on *Petitioner* in 2010 and then again in 2014 by both *Bob Brodsky* and *Sandi Ingber*? Said *Petitioner* had no opportunity to gain access to any of these aforementioned sequestered documents until 2016 [Exhibit #4e]? Even then the information *Petitioner* requested over and over again had to be compelled by “*Subpoena Duces Tecum*”.

(b) Not only were all of these aforementioned irregularities ignored by the, “*New York City Department of Finance*,” they didn’t have the decency to apply one scintilla of due diligence in order to guarantee that *Jay Brodsky* would not become a victim of anyone’s nefarious intentions. Not once did the, “*New York City Department of Finance*” check to adjure that the Employer Identification Number, signatures were acknowledged as *Bonafide et Fidelis*?

(c) With no Proofing, Witnessing, Acknowledging or Notarization of *Bob Brodsky*'s many signatures which are clearly evidenced in these many aforementioned exhibits annexed herein, therefore *Jay Brodsky, 50% owner of "Bob Shirley Realty Corp"* must be restored as the rightful owner *Bob Shirley Realty Corp* [Exhibit #5i, 5o, 5m]

*"Reddere, nil aliud est quam acceptum restituere; seu, reddere est quasi retro dare, et redditur dicitur a redeundo, quia retro it"*

*{To render is nothing more than to restore that which has been received; or, to render is as it were to give back, and it is called "rendering" from "returning", because it goes back again.}*

*Petitioner* further alleges that each and every executed inscription rendered by *"Bob Brodsky"* is subjectio, fake, counterfeit or fraudulent therefore excoriating the documents in question and further ratifying them as nothing more than "*Spurious or Fabricated Paper*," that are not even worth using as copy paper.

As if those alleged aforementioned nefarious acts effectuated with impunity by *Bob Brodsky* and the *executor* weren't bad enough, *Bob Brodsky* in his infinite wisdom decided with no authority to assign "**HIS SHARES**" of a corporation heretofore known as "\*\*\*Bob Shirley Realty Corp." to another? As if by magic these shares were transferred to the "The Bob Brodsky Revocable Trust"? No stock certificates were issued or amended, no meetings of corporate officers or shareholders were held, no minutes of any meetings were recorded or documented in any way and most of all, this alleged transfer was done surreptitiously and capacious unbeknownst to his partner *Jay Brodsky* in 2010 prior to his death in 2013. [Exhibit #5b] {The name of the corporation these shares were transferred from is "Bob Shirley Corp." which does not and never has existed in New York State.)

**ALLEGED CRIMES COMMITTED**

*NYS 155.42 Grand larceny in the first degree*

*NYS S 170.15 Forgery in the first degree*

*NYS S 190.60 Scheme to defraud in the second degree*

*NYS S 190.80 Identity theft in the first degree,*

These allegations are allegedly serious felonious crimes that must be prosecuted to the fullest extent of the law under the penalties of which are:

**SENTENCING GUIDLINES FOR ALLEGED CRIMES COMMITTED**

155.42 (B) Felony 1-3 Max. 25 years

170.15 (C) Felony No Jail, Probation 1-2 years to 15 years

190.60 (A) Misdemeanor a maximum of **one year** in jail or three years probation

190.80 (D) Felony 2-7 years, with no more than a \$5000 fine.

Article 210.(00),.(05),.(10),.(15),.(35),.(40),.(45),.(50) of the NYC Penal Law

Section 10-154 of the Administration Code of the City of New York, *Any person*

*who shall knowingly make a false statement or who shall knowingly falsify or*

*allow to be falsified any certificate, form, signed statement, application or report required under the provisions of this code or any rule or regulation of any agency promulgated thereunder, shall be guilty of an offense and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars or imprisonment of a term of not more than sixty days or both.*

#### **RELIEF SOUGHT BY PETITIONER:**

- |           |                                  |          |                                 |                         |
|-----------|----------------------------------|----------|---------------------------------|-------------------------|
| <b>1.</b> | <b>Compensatory</b>              | <b>-</b> | <b>Three Million Dollars</b>    | <b>(\$3,000,000.00)</b> |
| <b>2.</b> | <b>Punitive.</b>                 | <b>-</b> | <b>Three Million Dollars.</b>   | <b>(\$3,000,000.00)</b> |
| <b>3.</b> | <b>Consequential.</b>            | <b>-</b> | <b>One Million Dollars.</b>     | <b>(\$1,000,000.00)</b> |
| <b>4.</b> | <b>Intentional Infliction of</b> |          |                                 |                         |
|           | <b>Emotional Distress.</b>       | <b>-</b> | <b>One Million Dollars.</b>     | <b>(\$1,000,000.00)</b> |
| <b>5.</b> | <b>Negligent Infliction of</b>   |          |                                 |                         |
|           | <b>Emotional Distress.</b>       | <b>-</b> | <b>One Million Dollars.</b>     | <b>(\$1,000,000.00)</b> |
| <b>6.</b> | <b>Conversion.</b>               | <b>-</b> | <b>One Million Dollars.</b>     | <b>(\$1,000,000.00)</b> |
| <b>7.</b> | <b>Legal Fee's.</b>              | <b>-</b> | <b>Thirty Thousand Dollars.</b> | <b>(\$30,000.00)</b>    |

Dated: Plainview, New York  
November 8, 2017



Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public